

Bid Document

Bid Details	
Bid End Date/Time	17-03-2022 15:00:00
Bid Opening Date/Time	17-03-2022 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10250020-pem, Noida
Total Quantity	34
Item Category	BUTTERFLY VALVE-STEAM SERVICE - MAIN VALVE , BUTTERFLY VALVE -STEAM SERVICE- COMMISSIONING SPARES , BUTTERFLY VALVE -STEAM SERVICE - COMMISSIONING SPARES , BUTTERFLY VALVE -STEAM SERVICE -COMMISSIONING SPARES , BUTTERFLY VALVE-STEAM SERVICE - COMMISSIONING SPARES , BUTTERFLY VALVE -STEAM SERVICE - MANDATORY SPARES
BOQ Title	BUTTERFLY VALVES STEAM SERVICE FOR PVUNL PATRATU TF
Years of Past Experience required	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	80 %
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	BUTTERFLY VALVE-STEAM SERVICE - MAIN VALVE
Time allowed for Technical Clarifications during technical evaluation	7 Days

Bid Details	
Payment Timelines	Payments shall be made to the Seller within 60 days of issue consignee receipt-cum-acceptance certificate (CRAC) and on line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	28

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

DY. MANAGER

10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Rajeev Kumar)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference

shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible for bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises in respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all with any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

BUTTERFLY VALVE-STEAM SERVICE - MAIN VALVE (6)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sachin Kumar Sharma	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	6	999

BUTTERFLY VALVE -STEAM SERVICE- COMMISSIONING SPARES (6)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

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BOQ Detail Document	View File

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BUTTERFLY VALVE -STEAM SERVICE - MANDATORY SPARES (3)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sachin Kumar Sharma	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	3	999

BUTTERFLY VALVE -STEAM SERVICE - MANDATORY SPARES (1)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sachin Kumar Sharma	829119,BHEL Site office, 3x800MW PVUNL Patratu, Distt. - Ramagarh, Jharkhand, Pin: 829119	1	999

Buyer Added Bid Specific Terms and Conditions

1. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected): NA
Post Receipt Inspection at consignee site before acceptance of stores: TPI AGENCY NOMINATED BY BHEL

2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid

document, ATC and Corrigendum if any.

3. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC CLAUSES

1. Scope: supply (Bid price to include all cost components).

2. Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).

3. Financial bid opening (Part-II) of a bidder shall be subjected to following:

- i. Techno-Commercial evaluation by BHEL.
- ii. Qualification of Technical PQR
- iii. Offered item should mandatorily conform to PP-MII order provisions.
- iv. Approval of vendor by end customer i.e. NTPC-Vendor is required to submit the Credentials per Performa for vendor approval

4. Payment terms:

Payments shall be made to the Seller within 60 days (45 days for seller qualified and registered as Micro or small as per MSMED Act.) of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days' time as provided in clause 12 of GeM GTC).

Supplier has to provide Original + 1 copy of Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment. Provision of offline payment in GeM shall be utilized.

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5. Terms of Delivery:

As per cl. No. 13 of GTC on GeM. However, loading & Transit insurance shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly

Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignor Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date)

Dispatch Origin & destination details etc.) to policy underwriter (whose details shall be shared post award contract).

Insurance shall be in Supplier's scope and bidders are requested to quote accordingly.

6. Guarantee Terms: As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be separate for Main Supply & Mandatory Spares Supply and It shall be 18 months from the date of supply in the contract for Main Supply & Mandatory Spares respectively.

7. Performance Bank Guarantee: Initial ePBG validity shall be 28 months from PO date for Main supply Mandatory Spares (Considering 2 months in getting drawing/ Documents approval from customer/BHEL delivery period of 6 months + 18 months guarantee period + 2 months claim period is already mentioned in cl no. 7.ii GeM 3.0 Version 1.21). However, BG will be released only after completion of all contractual liability guarantee period whichever is later.

As per GEM, Single Purchase order (combined for Main supply and Mandatory Spares) shall be issued. Accordingly BG for total PO (Ex-works) value shall be applicable.

Further, extension if any shall be as per GeM Terms. However, proportionate value of BG can be reduced on elapse of 2 months from expiry of Guarantee & Warrantee period of Main Supply Scope/Mandatory Spares S (as applicable).

8. This package is of Divisible nature.

9. This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc) hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.

10. Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price as per GeM logic. Detailed Price Break up to be submitted by bidder prior to Order Placement.

11. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

12. Bidder has to provide the details as per TECHNICAL PQR (part of Technical Specification in its offer and hence note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).

13. Delivery Period: Delivery period for sake of GeM bid shall be chosen as 1095 days from PO date. This is Indicative only. However, this period shall not be considered for Delivery and Delay analysis purpose.

For Delivery and delay analysis purpose, delivery schedule mentioned below shall be considered:

Main Supply along with Commissioning spares:

Unit-1: Within Six (06) months, from date of CAT-1 approval of Primary drawing/documents or from manufacturing clearance whichever is later, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.

Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting manufacturing. Successful Bidder shall submit Revision-0 within 14 days from PO & subsequent revisions incorporating all BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt. If there is delay from buyer side in approval of drawing, the delivery period shall be re-fixed without LD for the period of delay in approval of Drawing. Only primary documents shall be considered for re-fixation of delivery.

Likely delivery of **Unit#2 and Unit#3** shall be two (2) months and Six (06) months after supply of Ur materials.

NOTE:

1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from Buyer's Purchase group.

2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents.

List of applicable drawings/ documents: -

Sl no.	BHEL Drawing No	Drawing Title	Primary/ Secondary
1	PE-V0-434-100-M132	A C T U A T O R DATASHEET FOR BUTTERFLY VALVE (STEAM SERVICE)	Primary
2	PE-QP-434-100-M131	GA DRAWINGS FOR BUTTERFLY VALVE (STEAM SERVICE)	Primary
3	PE-V0-434-100-M024	Q P FOR BUTTERFLY VALVE (STEAM SERVICE)	Primary

Notes:

1. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
2. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
3. Non applicable drawing shall be decided during execution of the package.
4. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

Mandatory Spares: Supply within four (4) months from manufacturing clearance by BHEL. Separate dispatch order for manufacturing clearance shall be issued for same.

Material shall be dispatched by vendor after issuance of MDCC by BHEL only.

14. Liquidated Damage: a) Main Supply & Commissioning Spares :- Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half percent and applicable GST thereon, of the total main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/services within the period stipulated in the Order/ Contract.

b) LD on mandatory Spares portion: - LD shall be applicable @ ½ percent and applicable GST thereon, of the mandatory spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.

NOTE:

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 day PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ contract value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deducted without proof of actual loss or damage caused by such delay.

Above LD clause shall prevail over the LD clause of GeM GTC.

15. Quantity Variation: Quantity variation as per CMM Advisory is 0 %. Hence, proposed quantity variation in the package is 0 %. Variation limit mentioned here shall supersede in conflict. This shall be informed to bid through Bid Specific ATC.

16. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details. Consignee details of project considered are mentioned in NIT document for ready reference.

17. Inspection: Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadget as indicated in the guidelines attached to take up the inspection REMOTELY as indicated in the guidelines available at :

<https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf>

Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the time of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

18. Bidders have to note, "For this procurement, the local content to categorize a supplier as a Class I I

Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by E In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the iter the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II against this NIT.”

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation sha required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020.

Both Class-I & Class-II local suppliers are eligible to bid in this tender.

Following point to be noted regarding verification of local content: -

The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate minimum local content, in accordance with para 9 of PP-MII order revision dated 16.09.2020.

Following may also pls. be noted by the bidders:

- a. Eligibility of Suppliers: Class I Local Supplier, Class II Local Supplier (as per para no. 3(b) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT)
- b. Minimum Local Content required for qualifying a bidder as "Class I/ Class II Local Supplier": As per para no Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT.
- c. Nature of Package: Divisible, for PPP-MII provisions.
- d. Purchase Preference: As per para no. 3A (b) of Public Procurement (Preference to Make in India), (PPF Order 2017 dt. 16/09/2020 issued by DPIIT.
- e. Margin of purchase preference: As per para no. 6 of Public Procurement (Preference to Make in India), (PPF Order 2017 dt. 16/09/2020 issued by DPIIT.

19. Risk Purchase clause is applicable and as per **Annexure-B &V** in case of default by GeM bidder.

20. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understand whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certificate subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities suitable action shall be taken by BHEL as per extant policies/guideline.

21. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, G weight and net weight of each package, Contents of the package with cross reference to BoM item code n item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email Dispatch Clearance.

22. Bidders to,

- ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order 11/05/2018-Coord. dt. 23/07/2020, if applicable.
- ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPI 23/07/2020.
- to submit “Model Certificate for Tenders” as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

Note: Subsequent orders/circulars to be checked and to be complied.

23. “Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSE

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 is by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15 margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

24. Following NOTE of BOQ shall be made part of ATC-

- i. Valve POD, Gear box POD & Actuator POD test, if already carried out by bidder for similar model/ size/ rating for any NTPC/BHEL/REPUTED CUSTOMER project within last five years from project start of this project i.e.08.03.2018, shall be considered applicable for this project, if found satisfactory BHEL/CUSTOMER.
- ii. Valve POD, Gear box POD & Actuator POD test, if required, as per technical specification & ASME C504-10/ AWWA C516-10, then the charges for the same shall be deemed to be included in the unit quoted prices of main valves. Bidder shall not indicate these charges as a separate head in the price bids.
- iii. Main valve prices shall BE EXCLUSIVE of cost of Commissioning Spares prices.
- iv. Bidder is required to quote unit price of each item under commissioning spares & mandatory spares separately & individually i.e. prices of all commissioning spares shall not be clubbed/ included in the price of Main valves.
- v. Commissioning spares --> One set each of Disc Seal, Bottom/ Cover Gasket with 'O' Rings & Stem Gland Packing with 'O' ring & seals in Gland packing area and actuator 'O' rings and seal as applicable.
- vi. Valve design rating shall be as per technical specification.
- vii. For actual quantity of Mandatory Spares, please refer item description instead of Quantity column in GeM Bid BOQ.

25. Following ATC available in GEM shall also be made part of NIT: -

- i. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the bid document, ATC and Corrigendum if any.
- ii. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers must match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch in technical parameters, the bid is liable for rejection.
- iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- v. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

26. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 1.1.1 GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly.

27. For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.

28. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict (if any).

- 29.** Bidders to comply with Packing Instructions and others parameters provided in tender specification document.
- 30.** Please furnish NTPC's Main & Sub-supplier questionnaire (enclosed with this enquiry) and submit all supportive documents against details furnished therein (signed & stamped on each page).
- 31.** Bidders to submit applicable Freight % & GST % included in their prices in unpriced bid format attached specification.
- 32.** PQR criteria uploaded with specification shall prevail Value of Experience criteria and Past performance parameter mentioned in GeM bid.
- 33.** All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid and version available on GeM Portal on enquiry date, Buyer specific ATC & as per enclosed documents shall be applicable.

Annexure-B

To,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Dear Sir,

This has reference to:

1. Our offer for BUTTERFLY VALVES-SS for 3 X 800 MW PVUNL PATRATU TPP PHASE-I., Tender No. _____
2. Order no. F.No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that M/s (Company Name _____) is not from such a country,

or,

if from such a country, has been registered with the competent authority. (S through if not applicable)

I hereby certify that M/s (Company Name _____) fulfil requirements in this regard and is eligible to be considered for procurement on Ge

[where applicable, evidence of valid registration by the competent authority shall be attached]

Thanking You,

Yours faithfully,

Director/Proprietor/Partner

M/s _____

LOCAL CONTENT CERTIFICATE

M/s _____

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -I6A, Noida (U.P)-201301

Subject: - No Deviation Certificate

Reference: Tender Enquiry No.: _____

Name of Package: BUTTERFLY VALVES (STEAM SERVICE)

Project Name: 3 X 800 MW PVUNL PATRATU TPP PHASE-I

Dear Sir,

We hereby confirm that we have not taken any deviation in the above refer tender enquiry.

If any deviation in any part of our offer is found same shall be null & void.

Thanking You,
Yours faithfully,

M/s _____

6. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

7. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch technical parameters, the bid is liable for rejection.

8. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

9. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

10. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

11. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GeM portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller with days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions.](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance with this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

